

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

PATAGONIA, INC.,  
Plaintiff,

v.

FRANCES AGNEW DBA FRAN  
CALISTA, FRAN CALISTA CLOSET  
LLC, ALL THINGS ALI, LLC, SHOP  
ORC LLC, ALISON RAE FEASTER,  
BROOKE L. HUNSUCKER DBA  
BROOKE LEANN ALLEN, BAILEY  
RENAE MILLER, JEFFREY  
FRANCIS MOORE, LEE WILLIAM,  
COLSON TY AGNEW, PUTIAN  
LOMANDO TRADING CO., LTD and  
DOES 1–10,

Defendants.

Case No. 2:25-cv-03283-CV-SK

**PRELIMINARY INJUNCTION  
ORDER**

1 Plaintiff Patagonia, Inc. (“Patagonia”) is a California company that designs,  
2 develops, and markets clothing and other accessories. Patagonia alleges that  
3 Defendants Francis Agnew aka Francis Marie Agnew or Fran Calista; Fran Calista  
4 Closet LLC; Shop ORC LLC; Jeffrey Francis Moore; Alison Rae Feaster; Brooke L.  
5 Hunsucker aka Brooke Leann Allen; Bailey Renae Miller; Lee William; All Things  
6 Ali, LLC; Colson Ty Agnew; and Putian Lomando Trading Co., Ltd. ( “Putian,” and  
7 collectively, “Defendants”)<sup>1</sup> have conspired to import, promote, offer for sale, and  
8 sell counterfeit Patagonia products bearing one or more reproductions of Patagonia’s  
9 federally registered trademarks.

10 On May 7, 2025, the Court entered a temporary restraining order (the “TRO”)  
11 enjoining Defendants’ use and sale of products displaying Patagonia’s trademarks,  
12 ordering preservation and production of certain records, and prohibiting Defendants  
13 from access to assets related to the counterfeiting activities Patagonia alleged. Doc.  
14 #23. In addition, the TRO ordered non-parties PayPal Holdings, Inc. (“PayPal”); Meta,  
15 Inc. (“Meta”); Telegram Messenger, Inc. (“Telegram”); and Shopify, Inc. (“Shopify,”  
16 and collectively “Non-Parties”) to voluntarily comply with certain terms in the TRO  
17 or to show cause within seven days after service of the TRO why they should not be  
18 enjoined by the terms of the order. *Id.* at 27–31.

19 Patagonia now seeks a preliminary injunction that will likewise protect  
20 Patagonia’s trademarks and preserve the status quo until final disposition of this case.  
21 On May 21, 2025, the Court extended the TRO until June 4, 2025 (28 days from  
22 issuance of the TRO). The Court set the preliminary injunction hearing for June 4,  
23 2025.

24 The Court has reviewed and considered all briefing and papers filed with respect  
25 to Patagonia’s Renewed Motion for Temporary Restraining Order, and all filings

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27 <sup>1</sup> See Doc. # 16-1, Ex. A, for Patagonia’s compilation of Defendants, Defendants’ known aliases,  
28 Defendants’ email addresses, online storefronts associated with each Defendant, and possible contact  
information for each Defendant. The Court has reproduced this information as **Exhibit B** attached to  
this Order.


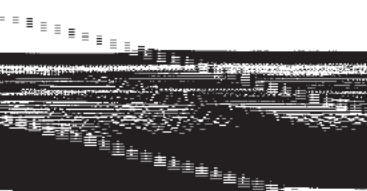

1 regarding the issuance of a preliminary injunction, including Meta’s May 28, 2025  
2 Response Regarding Restraining Order (Doc. # 59) and supporting declaration (Doc.  
3 # 60), Defendants Frances Agnew DBA Fran Calista, Fran Calista Closet LLC, All  
4 Things Ali, LLC, ORC Shop LLC, Alison Rae Reaster, Brooke L. Hunsucker dba  
5 Brooke Leann Allen, Bailey Renae Miller, Jeffrey Francis Moore and Colson Ty  
6 Agnew’s (“Represented Defendants”) May 30, 2025 Opposition to Preliminary  
7 Injunction (Doc. # 68), Patagonia’s June 1, 2025 Opposition to Meta’s Response (Doc.  
8 # 69) and supporting declaration (Doc. # 70), Patagonia’s June 3, 2025 Reply (Doc. #  
9 71) and supporting declaration (Doc. # 71-1).

10 The Court heard oral arguments at the June 4, 2025 hearing at which the Court  
11 had ordered Defendants to show cause why a preliminary injunction should not issue.  
12 Counsel for Patagonia, Represented Defendants, and Meta appeared at the June 4, 2025  
13 hearing. Defendants Lee William and Putian, and non-parties Telegram, Shopify, and  
14 PayPal have not appeared in this case and have not offered any opposition or objection  
15 to the issuance of a preliminary injunction.

16 The Court now finds that Patagonia has adequately demonstrated the need for  
17 a preliminary injunction and, with good cause having been found, hereby GRANTS  
18 Patagonia’s request for preliminary injunction as to the Defendants that have been  
19 served, namely, Represented Defendants and Lee William. The Court also finds it  
20 appropriate to include Shopify and Meta in the preliminary injunction.

## 21 **I. BACKGROUND**

22 Patagonia was founded in the early 1970s to design and sell climbing clothes  
23 and other active sportswear. Declaration of Traci Escamilla in Support of Renewed  
24 Application (Doc. # 18, “Escamilla Decl.”) ¶ 5. Over the last fifty years, Patagonia  
25 has applied for and obtained numerous trademark registrations for the PATAGONIA  
26 brand and the P-6 logo; a multi-colored label inspired by a silhouette of the jagged  
27 peaks of the Mt. Fitz Roy skyline. *Id.* ¶¶ 5, 7. These registrations are identified below  
28 (collectively, the “PATAGONIA Marks”):

Trademark	Reg. No. / Reg. Date	Goods	Date of First Use
PATAGONIA	1189402 / Feb. 9, 1982	Men's and Women's Clothing-Namely, Sweaters, Rugby Shirts, Walking Shorts, Trousers, Jackets, Mittens, Hoods and Rainwear	08/1974
	1294523 / Sept. 11, 1984	Men's, Women's and Children's Clothing- Namely, Jackets, Pants, Vests, Gloves, Pullovers, Cardigans, Socks, Sweaters, Underwear, Shirts, Shorts, Skirts and Belts	08/1974 -1981
	1547469 / July 11, 1989	Men's, Women's and Children's Clothing- Namely, Jackets, Pants, Shirts, Sweaters, Vests, Skirts, Underwear Tops and Bottoms, Socks, Gloves, Mittens, Hats, Face Masks, Balaclava, Gaiters, Suspenders, and Belts	08/1974 -1981
	1775623 / June 8, 1993	Luggage back packs, and all-purpose sports bags	08/1988
PATAGONIA	1811334 / Dec. 14, 1993	Luggage, back packs, fanny packs and all-purpose sport bags, footwear, ski bags and ski gloves	08/1990
PATAGONIA	2260188 / July 13, 1999	Computerized on-line ordering activities in the field of clothing and accessories; Providing information in the field of technical clothing and accessories for use in	10/1995

Trademark	Reg. No. / Reg. Date	Goods	Date of First Use
		recreational, sporting and leisure activities; providing information in the field of existing and evolving environmental issues	
<b>PATAGONIA</b>	2662619 / Dec. 17, 2002	Retail store services featuring clothing, footwear, luggage and a wide variety of sporting goods and accessories	06/1986
<b>PATAGONIA</b>	5491401 / June 12, 2018	Reusable bottles sold empty; insulated containers for food or beverage for domestic use; cups, mugs and growlers	09/2014
<b>PATAGONIA</b>	5561006 / Sept. 11, 2018	Stickers; paper banners; fiction and non-fiction books on a variety of topics; posters; non-magnetically encoded gift cards; photographs	12/1991

*Id.* ¶¶ 5, 7.

Patagonia has acquired substantial goodwill in its PATAGONIA Marks by promoting and investing in its brand. *Id.* ¶¶ 12–15. Patagonia has acquired a reputation for offering high-quality products under the PATAGONIA Marks and invests significant time and resources in the manufacturing process to safeguard this reputation. *Id.* ¶¶ 16–17. Patagonia also maintains strict control over the sale and distribution of its products by limiting sales to controlled channels such as Patagonia’s online website, Patagonia’s retail stores, and Patagonia’s outlet stores, and by monitoring excess inventory. *Id.* ¶¶ 18–19.

Patagonia also maintains a robust brand protection and enforcement program, whereby Patagonia diligently and aggressively pursues individuals and/or entities who, without Patagonia’s consent, import, distribute, sell, and/or offer for sale counterfeit

1 Patagonia products. *Id.* ¶¶ 20–23. Counterfeit products are harmful to Patagonia’s  
2 brand and reputation because consumers are led to believe they are purchasing high  
3 quality Patagonia products when they are really purchasing inferior goods. *Id.* ¶¶ 23,  
4 28, 31. Indeed, Patagonia sometimes detects counterfeit schemes when consumers  
5 attempt to return counterfeit products to Patagonia stores complaining of poor quality  
6 and defects. *Id.* ¶ 22.

7 As part of its effort to detect imports of counterfeit Patagonia goods, Patagonia  
8 has registered its trademarks with U.S. Customs and Border Protection (“CBP”) to  
9 allow the agency to identify and seize counterfeit products. *Id.* ¶ 21. In December 2024,  
10 Patagonia received two seizure reports from CBP reporting that sixty counterfeit  
11 Patagonia products had been imported, and that CBP had seized them. *Id.* ¶ 24.  
12 Patagonia commenced an investigation that culminated in the present lawsuit. *Id.* ¶¶  
13 24–27; Declaration of Paymaneh Parhami ISO Renewed Application, filed on April  
14 23, 2025 (Doc. # 19, “April 23 Parhami Decl.”) ¶¶ 3–53.

15 Defendants are individuals and corporate entities that Patagonia alleges to be co-  
16 conspirators in a scheme to import, promote, offer for sale, and sell counterfeit  
17 Patagonia products bearing one or more reproductions of the PATAGONIA Marks.  
18 *See* Complaint for Counterfeiting, Trademark Infringement, Unfair Competition,  
19 Dilution, and Copyright Infringement (Doc. # 12, “Compl.”) ¶¶ 2–14; April 23  
20 Parhami Decl. ¶¶ 21–25, 28, 29, 50, 51. Patagonia alleges that Defendants obtain  
21 counterfeit Patagonia products from unauthorized sources in China. Compl. ¶¶ 34, 37;  
22 April 23 Parhami Decl. ¶¶ 10, 48. Defendants allegedly sell counterfeit Patagonia  
23 products to tens of thousands through private groups on Facebook and Telegram,  
24 online platforms like Shopify, and accept payment via PayPal and other processors.  
25 April 23 Parhami Decl. ¶¶ 7– 9, 12, 14–25, 27–30, 37, 51. Defendants also use  
26 warehouses in Los Angeles through which they ship counterfeit products. *Id.* ¶ 47.

27 Patagonia has also alleged that Defendants take steps to hide their operation,  
28 including by restricting access to the social media groups used to promote and sell the



1 counterfeit goods, routinely shutting down and creating new online stores, and by using  
2 code words and abbreviations in their online promotions. *Id.* ¶¶ 14, 19, 26, 27, 31–34,  
3 57. Patagonia has also found that shipping labels received by their investigator from  
4 test purchases from Defendants bear the name of a shipper in Los Angeles who  
5 matches the name of a Los Angeles man who was convicted and sentenced to prison  
6 for a similar counterfeiting scheme of counterfeit apparel in 2014. *Id.* ¶ 49, Exh. 19.

7 On April 15, 2025, Patagonia filed its Complaint and applied for a Temporary  
8 Restraining Order (“TRO”). *See* Docs. # 1, 9. On April 18, 2025, the Court denied  
9 Patagonia’s TRO Application without prejudice. Doc. # 11. On April 23, 2025,  
10 Patagonia renewed its request for TRO seeking to “enjoin[] Defendants from  
11 conducting their counterfeiting scheme; freez[e] assets to ensure the availability of  
12 damages suffered, and expedit[e] discovery to identify participants and information  
13 about the manufacturing and sale of the counterfeit products, in addition to accounts  
14 and funds used to perpetrate the scheme.” Docs. ## 13–19. The TRO Application also  
15 named specific non-parties. Doc. # 13. On May 7, 2025, the Court granted Patagonia’s  
16 Renewed TRO. Doc. #23. Because the TRO was scheduled to expire on May 21, 2025,  
17 and some Defendants had not yet been served, the Court extended the TRO to June 4,  
18 2025 and made additional orders regarding service and briefing of the proposed  
19 preliminary injunction, including allowing Defendants to file any opposition up to June  
20 2, 2025, with Patagonia filing any Reply by June 3, 2025. Doc. # 36.<sup>2</sup>

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21 <sup>2</sup> At the June 4, 2025 hearing, counsel for the Represented Defendants repeatedly claimed he lacked  
22 sufficient time to prepare a thorough objection to the preliminary injunction, citing recent retention  
23 and formal service on May 28, 2025. This argument does not have merit. Defendant Jeffrey Moore  
24 appeared at the May 21 hearing and confirmed that he and the other Represented Defendants had  
25 received case materials from Patagonia’s counsel and were seeking legal representation. *See also*  
26 Doc. # 74 (detailing Patagonia’s efforts to provide notice and serve Defendants). Indeed, at the June  
27 4 hearing, defense counsel admitted he first spoke with Mr. Moore before the May 21 hearing and  
28 advised him to appear *pro se* to request more time. The Court granted a 14-day continuance for  
Defendants to receive notice, retain counsel, and prepare a response. *See* Doc. #36. This was the  
maximum extension permitted under Rule 65(b)(2) absent Defendants’ consent. Had Defendants  
agreed to extend the TRO, the Court would have granted further time. The Court also rejects the  
claim that counsel lacked access to necessary filings before the case was unsealed on June 2.

## II. LEGAL STANDARD

“A preliminary injunction is an extraordinary and drastic remedy; it is never awarded as of right[.]” *Munaf v. Geren*, 553 U.S. 674, 689–90 (2008) (cleaned up). An injunction is binding only on parties to the action, their officers, agents, servants, employees, and attorneys, and those “in active concert or participation” with them. Fed. R. Civ. P. 65(d)(2). “The court may issue a preliminary injunction only on notice to the adverse party.” Fed. R. Civ. P. 65(a)(1).

“A plaintiff seeking a preliminary injunction must establish that he is likely to succeed on the merits, that he is likely to suffer irreparable harm in the absence of preliminary relief, that the balance of equities tips in his favor, and that an injunction is in the public interest.” *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). In the Ninth Circuit, “serious questions going to the merits and a balance of hardships that tips sharply towards the plaintiff can support issuance of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of irreparable injury and that the injunction is in the public interest.” *All. for Wild Rockies v. Cottrell*, 632 F.3d 1127, 1135 (9th Cir. 2011) (cleaned up).

## III. DISCUSSION

### A. Preliminary Injunction

Patagonia seeks a preliminary injunction enjoining Defendants from conducting their counterfeiting scheme; freezing assets to ensure the availability of damages suffered; and expediting discovery to identify participants and information about the manufacturing and sale of the counterfeit products, in addition to accounts and funds used to perpetrate the scheme. As detailed below, the Court finds the four *Winter* factors weigh in favor of issuing a preliminary injunction.

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Patagonia was ordered to provide Defendants with relevant materials, and Patagonia’s counsel has demonstrated their willingness to supply case documents when requested. *See* Doc. ## 71-2, 74. Finally, defense counsel’s complaints conflict with his actions; he filed the opposition brief on behalf of Represented Defendants on May 30—*three days before the June 2 deadline*. *See* Doc. #36 at 7.



1                   **1. Patagonia is Likely to Succeed on the Merits**

2           Patagonia must first show that it is likely to succeed on the merits of its  
3 trademark infringement or counterfeiting claim. *Winter*, 555 U.S. at 20. To establish  
4 that it is likely to succeed on the merits of its trademark infringement claim, Patagonia  
5 must show (1) that it is the owner of a valid, protectable mark and (2) that Defendants  
6 are using a mark in such a way that is likely to cause confusion, or to cause mistake,  
7 or to deceive. *Grocery Outlet, Inc. v. Albertson's, Inc.*, 497 F.3d 949, 951 (9th Cir.  
8 2007) (per curiam); *Lahoti v. VeriCheck, Inc.*, 586 F.3d 1190, 1196 (9th Cir. 2009). To  
9 establish that it is likely to prevail on its counterfeiting claim, Patagonia must also  
10 show that Defendants knowingly and intentionally offered, sold, or distributed  
11 counterfeit products using the PATAGONIA marks. *State of Idaho Potato Comm'n v.*  
12 *G & T Terminal Packaging, Inc.*, 425 F.3d 708, 721 (9th Cir. 2005); *Arcona, Inc. v.*  
13 *Farmacy Beauty, LLC*, 976 F.3d 1074, 1078 n.2 (9th Cir. 2020).

14           The Court finds that Patagonia has made such a showing.

15           *First*, Patagonia has shown that it owns valid, protectable trademark  
16 registrations for the PATAGONIA Marks for clothing and accessories. Escamilla Decl.  
17 ¶ 7, Ex. A. Registration of a mark in the principal register of the USPTO is *prima facie*  
18 evidence of the validity of the registered mark and of a plaintiff's exclusive right to  
19 use the mark on the goods and services specified in the registration. *Brookfield*  
20 *Commc'ns, Inc. v. W. Coast Ent. Corp.*, 174 F.3d 1036, 1047 (9th Cir. 1999).

21           *Second*, Patagonia's evidence demonstrates that Defendants have used the  
22 PATAGONIA Marks in offering for sale, selling, and distributing products in such a  
23 way that is likely to cause confusion. "To determine whether a likelihood of consumer  
24 confusion exists," courts in the Ninth Circuit rely "on the eight-factor *Sleekcraft* test,  
25 which reviews: (1) the strength of the mark; (2) proximity or relatedness of the goods;  
26 (3) similarity of the marks; (4) evidence of actual confusion; (5) marketing channels  
27 used; (6) type of goods and the degree of care likely to be exercised by the purchaser;  
28 (7) the defendant's intent in selecting the mark; and (8) the likelihood of expansion of

1 the product lines.” *JL Beverage Co., LLC v. Jim Beam Brands Co.*, 828 F.3d 1098,  
2 1106 (9th Cir. 2016) (citing *AMF Inc. v. Sleekcraft Boats*, 599 F.2d 341, 348–49 (9th  
3 Cir. 1979), *abrogated in part on other grounds by Mattel, Inc. v. Walking Mountain*  
4 *Prods.*, 353 F.3d 792, 810 (9th Cir. 2003)). “The factors are non-exhaustive and  
5 applied flexibly; the *Sleekcraft* factors are not intended to be a rote checklist.” *Id.*  
6 (cleaned up).

7 Here, Patagonia’s evidence shows that Defendants have sold clothing and  
8 accessories containing the PATAGONIA Marks that are designed to look identical to  
9 authentic Patagonia clothing and accessories. Escamilla Decl. ¶ 27; April 23 Parhami  
10 Decl. ¶¶ 38–46.<sup>3</sup> Where a defendant uses identical marks in connection with the same  
11 goods, many courts in the Ninth Circuit have held that it is unnecessary to perform a  
12 step-by-step examination, because counterfeit marks are inherently confusing.<sup>4</sup> In any  
13 event, Patagonia meets the *Sleekcraft* likelihood of confusion standard. Patagonia has  
14 used its trade name and the PATAGONIA Marks for decades in connection with  
15 clothing and accessories such that the marks are widely recognized and well-known to  
16 the public, so the marks are strong (*Sleekcraft* factor 1). *See* Escamilla Decl. ¶¶ 7, 12–  
17 15, Ex. A. Defendants have been selling the same kinds of products as Patagonia—  
18 clothing and accessories (*Sleekcraft* factor 2). *See* April 23 Parhami Decl. ¶¶ 33, 38,  
19 39, 41–45. Defendants have used Patagonia’s identical or highly similar marks and  
20 trade names on the products themselves and in their online promotions (*Sleekcraft*

21  
22 <sup>3</sup> Patagonia has confirmed that it has not authorized Defendants’ use of the PATAGONIA Marks nor  
is it associated or affiliated with Defendants in any way. Escamilla Decl. ¶ 18, Parhami Decl. ¶ 46.

23 <sup>4</sup> *See Seiko Epson Corp. v. Nelson*, No. 5:21-cv-00320 JWH-SP, 2021 WL 5033486, at \*3 (C.D. Cal.  
24 Mar. 31, 2021) (“In counterfeiting cases, the Court assumes a likelihood of confusion when the  
offending mark is counterfeit or virtually identical to a protected mark and is used on an identical  
25 product or service.”); *Ubiquiti Networks, Inc. v. Kozumi USA Corp.*, No. C 12-2582 CW, 2012 WL  
26 2343670, at \*14 (N.D. Cal. June 20, 2012) (finding that plaintiff has established likelihood of success  
on counterfeiting claim without assessing likelihood-of-confusion factors for the purpose of granting  
TRO motion); *Phillip Morris USA Inc. v. Shalabi*, 352 F. Supp. 2d 1067, 1073 (C.D. Cal. 2004);  
27 *Microsoft Corp. v. Buy More, Inc.*, 136 F. Supp. 3d 1148, 1157 (C.D. Cal. 2015), *aff’d*, 703 F. App’x  
476 (9th Cir. 2017) (quoting *Phillip Morris*, 352 F. Supp. 2d at 1073); *Daimler AG v. A-Z Wheels*  
28 *LLC*, 334 F. Supp. 3d 1087, 1096 (S.D. Cal. 2018) (citing *Phillip Morris*, 352 F. Supp. 2d at 1073).

1 factor 3). *See id.* ¶¶ 38–46, 57. And the use of identical products shows Defendants  
2 intended to confuse or deceive the public (*Sleekcraft* factor 7). *See also Brookfield*  
3 *Commc’ns, Inc.*, 174 F.3d at 1056 (“In light of the virtual identity of marks, if they  
4 were used with identical products or services likelihood of confusion would follow as  
5 a matter of course.”).

6 *Third*, Patagonia has presented evidence that Defendants knowingly and  
7 intentionally sold counterfeit Patagonia products. For example, Patagonia’s evidence  
8 shows that Defendants promoted the counterfeit products in private, invitation-only  
9 social media groups and directed customers to purchase the counterfeit products  
10 through public websites that use photos of unbranded products, abbreviated terms,  
11 and codes names that correspond to the promotional posts within the closed social  
12 media groups. April 23 Parhami Decl. ¶ 14, 32, 33, 57. Patagonia has also shown that  
13 Defendants periodically shut down their online storefronts from which they offered  
14 the counterfeit products and create new ones with new links. *Id.* ¶¶ 31, 57. This  
15 conduct suggests Defendants know their operation is illegitimate.

16 *Fourth*, Patagonia’s evidence demonstrates that Defendants have acted jointly  
17 in selling counterfeit Patagonia products and are properly named together as  
18 Defendants. Defendants used the same private social media groups to promote and  
19 sell counterfeit Patagonia products, adopted similar strategies for promoting these  
20 sales while avoiding detection, and have used the same seller for payments and the  
21 same warehouse in Los Angeles for shipping products. *See generally* April 23  
22 Parhami Decl. “Courts in the Ninth Circuit have held that in patent, trademark,  
23 literary property, and copyright infringement cases, any member of the distribution  
24 chain of allegedly infringing products can be jointly and severally liable for the  
25 alleged misconduct.” *Adobe Sys. Inc. v. Blue Source Grp., Inc.*, 125 F. Supp. 3d 945,  
26 973 (N.D. Cal. 2015) (cleaned up).

27 Patagonia has provided evidence that a substantial part of the events giving rise  
28 to Patagonia’s claims arose in this district (April 23 Parhami Decl. ¶¶ 43–44, 47, 52),

1 making venue appropriate under 28 U.S.C. §§ 1391 and 1400(a). *See Arcona, Inc. v.*  
2 *Farmacy Beauty, LLC*, No. 2:17-CV-07058 ODW-JPR, 2018 WL 1441155, at \*7  
3 (C.D. Cal. Mar. 22, 2018).

4 The Court notes that there is no dispute here that Patagonia is likely to succeed  
5 on their trademark and counterfeiting claims. In their May 30, 2025 Opposition (Doc.  
6 # 68), Represented Defendants do not offer any argument or evidence to contest that  
7 Patagonia is likely to succeed on the merits in this case. *See generally* Doc. # 65.  
8 Meta’s brief objecting to the issuance of a TRO also does not contest Patagonia’s  
9 showing of a likelihood of success on the merits. *See generally* Doc. # 59. Non-parties  
10 Shopify, and PayPal, and Defendants Lee William have offered no opposition after  
11 having been provided notice. The failure of these defendants and non-parties to contest  
12 this issue means that they have waived any argument in opposition. *See Taferner v.*  
13 *Inspire Brands, Inc.*, No. 2:24-CV-05711-WLH-AGR, 2025 WL 942498, at \*11 n.15  
14 (C.D. Cal. Mar. 25, 2025) (“[A] failure to address an argument in an opposition brief  
15 constitutes waiver with respect to that issue[.]”) (citing *Stichting Pensioenfonds ABP*  
16 *v. Countrywide Fin. Corp.*, 802 F. Supp. 2d 1125, 1132 (C.D. Cal. 2011)); C.D. Cal.  
17 L. Civ. R. 7-12 (“The failure to file any required document, or the failure to file it  
18 within the deadline, may be deemed consent to the granting or denial of the  
19 motion[.]”).<sup>5</sup>

20 The Court therefore finds that Patagonia has demonstrated a likelihood of  
21 success on the merits with respect to its trademark infringement and trademark

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23 <sup>5</sup> At the June 4, 2025 hearing, counsel for Represented Defendants claimed the Court lacks personal  
24 jurisdiction over Defendants because many do not reside in California. This issue was not raised in  
25 Represented Defendants’ opposition brief. To the extent this argument was not waived, it has no  
26 merit because Patagonia has provided evidence that Defendants are using interactive online platforms  
27 accessible to customers in California and Defendants have sold and shipped physical goods to  
28 California customers in this district. April 23 Parhami Decl. ¶¶ 8-9, 11–30, 37–44, 47–52.  
Accordingly, this Court has personal jurisdiction over Defendants. *Herbal Brands, Inc. v.*  
*Photoplaza, Inc.*, 72 F.4th 1085, 1088 (9th Cir. 2023), *cert. denied*, 144 S. Ct. 693 (2024) (“[I]f a  
defendant, in its regular course of business, sells a physical product via an interactive website and  
causes that product to be delivered to the forum, the defendant has purposefully directed its conduct  
at the forum such that the exercise of personal jurisdiction may be appropriate.”).

1     counterfeiting claims.

2                     **2.         Patagonia Would Suffer Irreparable Harm Absent Relief**

3             Patagonia must demonstrate that it is likely to suffer irreparable harm in the  
4     absence of a preliminary injunction. *See Winter*, 555 U.S. at 20. “Normally, a party  
5     seeking a permanent injunction must show,” among other things, “(1) that it has  
6     suffered an irreparable injury; [and] (2) that remedies available at law, such as  
7     monetary damages, are inadequate to compensate for that injury[.]” *Y.Y.G.M. SA v.*  
8     *Redbubble, Inc.*, 75 F.4th 995, 1005 (9th Cir. 2023), *cert. denied*, 144 S. Ct. 824, (2024)  
9     (citing cases). “The Lanham Act adds a statutory layer to the irreparable harm analysis  
10    for trademark infringement,” however, that benefits trademark holders who seek  
11    injunctive relief to protect their trademarks. *Id.* Under the Lanham Act, as amended in  
12    2020, a trademark holder who seeks an injunction to protect against infringement “shall  
13    be entitled to a rebuttable presumption of irreparable harm . . . upon a finding of  
14    likelihood of success on the merits for a violation identified in this subsection in the  
15    case of a motion for a preliminary injunction or temporary restraining order.” 15 U.S.C.  
16    § 1116(a); *JUUL Labs, Inc. v. Chou*, 676 F. Supp. 3d 827, 849 (C.D. Cal. 2023)  
17    (“Congress has recently made it easier for trademark plaintiffs to obtain an injunction,  
18    amending the Lanham Act to provide that such plaintiffs shall be entitled to a  
19    rebuttable presumption of irreparable harm upon a finding of a violation identified in  
20    this subsection.”) (cleaned up). The burden then shifts to the defendant to rebut the  
21    presumption of irreparable harm. *See Shakeys Pizza Asia Ventures, Inc. v. PCJV USA,*  
22    *LLC*, No. 24-7084, 2025 WL 1431270, at \*2 (9th Cir. May 19, 2025) (“Under the  
23    Lanham Act, a showing of a likelihood of success on the merits creates a rebuttable  
24    presumption of irreparable harm, 15 U.S.C. § 1116(a), which the district court  
25    reasonably found [defendant] failed to rebut.”); *accord, AK Futures LLC v. Boyd Street*  
26    *Distro, LLC*, 35 F.4th 682, 694 (9th Cir. 2022); *Vision Wheel, Inc v. Vision Forged,*  
27    732 F. Supp. 3d 1161, 1166 (C.D. Cal. 2024).

28             Here, Patagonia has provided evidence that it is the registrant of the



PATAGONIA marks (Doc. # 18 ¶ 7, Exh. A). Patagonia has also shown that it is likely to succeed on its trademark infringement and trademark counterfeiting claims. *See* Section A.1 above. Based on this showing, under the Lanham Act Patagonia “is entitled to a rebuttable presumption of irreparable harm on its trademark claim because the company has shown it will likely succeed on the merits.” *AK Futures LLC*, 35 F.4th at 694 (affirming issuance of preliminary injunction issued pursuant to the Lanham Act and finding of irreparable harm based on un rebutted statutory presumption of irreparable harm).

To further support a finding of irreparable harm, Patagonia has provided a declaration from Ms. Traci Escamilla, Patagonia’s Senior Brand Protection Paralegal responsible for managing brand protection. Doc. # 18 ¶ 1. Based on her familiarity with Patagonia’s efforts to protect the PATAGONIA’s marks, her knowledge of how counterfeiters negatively affect Patagonia’s brand, reputation for quality, and consumer goodwill, and her observations of Defendants’ alleged counterfeiting in particular, Ms. Escamilla concludes that “Defendants’ conduct has caused and continues to cause irreparable harm to Patagonia’s goodwill which cannot be adequately addressed by awarding damages after-the-fact.” *Id.* ¶¶ 11–30.

Represented Defendants present no evidence to rebut the presumption of irreparable harm. Instead, they offer three arguments for why there is no irreparable injury. None are persuasive.

**(a) Patagonia’s Injury is Not Redressable Through Monetary Damages**

Represented Defendants first argue that any harm from their past misconduct is purely economic and compensable by money damages. Doc. # 68 at 8–10. But here Patagonia has explained why, absent an injunction, Patagonia will suffer harm that money damages alone cannot fix. Doc. # 18 ¶¶ 13, 17, 18, 23, 29, 30–31. Specifically, that Defendants’ alleged counterfeiting harms Patagonia’s reputation for high quality goods and consumer goodwill Patagonia has spent hundreds of millions of dollars and



1 decades cultivating, and that it is difficult, if not impossible, to quantify or correct these  
2 harms. Doc. # 18 ¶¶ 13, 17, 18, 23, 29, 30–31. Numerous cases, including Represented  
3 Defendants’ cited authority, recognize that damage to reputation and consumer good  
4 will may constitute irreparable harm.<sup>6</sup>

5 **(b) Defendants Have Failed to Rebut the Presumption of**  
6 **Irreparable Harm**

7 Represented Defendants—who have provided no evidence of their own—argue  
8 that Patagonia’s evidence is insufficient to show that Patagonia is likely to suffer  
9 irreparable harm absent an injunction. Doc. # 63 at 9–10, 14–15. Represented  
10 Defendants misunderstand the law.

11 Represented Defendants rely primarily on authorities that pre-date the 2020  
12 amendment to the Lanham Act re-establishing the presumption of irreparable harm.  
13 For example, Defendants cite to *Herb Reed Enters., LLC*, 736 F.3d at 1250, to argue  
14 that “claimed damage to ‘goodwill’ or ‘reputation’ – often cited in intellectual property  
15 cases as a form of intangible harm – must be proven with evidence and cannot be  
16 presumed irreparable on mere say so[.]” Doc. # 63 at 9. In *Herb Reed Enters., LLC*,  
17 the Ninth Circuit recognized that “[e]vidence of loss of control over business  
18 reputation and goodwill could constitute irreparable harm,” but that the plaintiff had  
19 not provided sufficient evidence for the district court to make a finding of irreparable  
20 harm. 736 F.3d at 1250–51. In the 2013 opinion, the Ninth Circuit opined that “gone  
21 are the days when once the plaintiff in an infringement action has established a  
22 likelihood of confusion, it is ordinarily presumed that the plaintiff will suffer  
23 irreparable harm if injunctive relief does not issue.” *Id.* at 1250 (cleaned up).

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24 <sup>6</sup> See, e.g., *Herb Reed Enters., LLC v. Fla. Ent. Mgmt., Inc.*, 736 F.3d 1239, 1250 (9th Cir. 2013)  
25 (“Evidence of loss of control over business reputation and damage to goodwill could constitute  
26 irreparable harm.”); *Clean Safety, Inc. v. Ruby Trucking LLC*, No. 521CV00225 JWH-SP, 2023 WL  
27 5962610, at \*8 (C.D. Cal. Aug. 7, 2023) (“The loss of prospective customers, goodwill, or reputation  
28 . . . supports a finding of an inadequacy of monetary damages. Such intangible injuries are irreparable  
because quantifying their harm is impractical, and such injuries cannot be fully remedied with a  
financial award.”) (citation omitted); *Gucci Am., Inc. v. Los Altos Boots, Inc.*, No. CV1406680-BRO-  
AJW, 2014 WL 12561613, at \*7 (C.D. Cal. Aug. 27, 2014) (finding declaration detailing risk of harm  
to goodwill and reputation sufficient to demonstrate a likelihood of irreparable harm).

Following the 2020 amendment of the Lanham Act, those days are back again. As described above, the statute clearly provides for a rebuttable presumption of irreparable harm upon a finding of likelihood of success. 15 U.S.C. § 1116(a). The Ninth Circuit cases that post-date this amendment reflect the change. For example, less than a month ago, the Ninth Circuit affirmed a district court’s finding of irreparable harm based solely on the facts that the district court had determined the plaintiff was likely to succeed on the merits and because the defendants had failed to rebut the statutory presumption of irreparable harm. *Shakeys Pizza Asia Ventures, Inc* 2025 WL 1431270 at \*2. The Ninth Circuit noted that the district court did not apply the wrong legal standard when making this finding. *Id.*; see also *AK Futures LLC*, 35 F.4th at 694 (affirming district court’s finding of irreparable harm because the defendant failed to rebut the statutory presumption of irreparable harm where plaintiff had shown it would likely succeed on the merits).

Accordingly, because Patagonia has shown that it is likely to succeed on the merits of its trademark infringement and counterfeiting claims—which Defendants and Non-Parties do not dispute—it is Defendants’ burden to provide evidence that rebuts the presumption of irreparable harm; it is not Patagonia’s burden to prove that it has been irreparably harmed.<sup>7</sup>

**(c) Represented Defendants’ Unsupported Statement that it Has and/or Will Cease Infringement Does Not Rebut Presumption of Irreparable Harm**

In certain cases, a defendant’s agreement to maintain the status quo can be justification to find no irreparable harm and render a motion for a preliminary injunction moot.<sup>8</sup> The Ninth Circuit has made clear that a declaration by an infringer

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<sup>7</sup> The Court also finds that Patagonia has done more than simply rely on the presumption of irreparable harm. It has provided a detailed declaration from an appropriate employee of Patagonia describing the irreparable harm that Patagonia faces here. Doc. # 18 ¶¶ 13, 17, 18, 23, 29, 30–31.

<sup>8</sup> See, e.g., *Choudhuri v. Wells Fargo Bank, N.A.*, 691 F. App’x 877, 878 (9th Cir. 2017) (“The district court did not abuse its discretion by denying as moot Choudhuri’s motion for a preliminary injunction because Choudhuri failed to establish a likelihood of irreparable harm in light of Wells Fargo’s agreement to maintain the status quo pending the outcome of this case.”).

1 that it would stop selling infringing products does not necessarily rebut the  
2 presumption of irreparable harm, however. For example, in *AK Futures LLC*, the Ninth  
3 Circuit affirmed the district court’s finding that the trademark holder had shown  
4 irreparable harm. 35 F.4th at 694. There, the infringer submitted a declaration that it  
5 would stop selling the infringing products and argued that the declaration rebutted the  
6 presumption and the showing of irreparable harm. *Id.* Because the declaration  
7 “contain[ed] a number of admissions that call into question [the infringer’s] ability to  
8 adequately control the flow of products through its store,” suggesting “a business  
9 structure without safeguards against selling counterfeit products,” the Ninth Circuit  
10 concluded that the declaration did not rebut the presumption. *Id.*

11 Here, Represented Defendants have not even provided a declaration stating that  
12 they will stop further infringement. Instead, they state through counsel in their  
13 opposition brief that they have “already ceased and/or agreed to cease” the alleged  
14 counterfeiting and they have no plans to “resume in the immediate future.” Doc. # 68  
15 at 10–11. They repeatedly state that they are “willing” to enter into an agreement to  
16 maintain the status quo with Patagonia, but they have not provided any proposed  
17 agreement or even described the terms of such an agreement. *See id.* at 12.

18 There is another, more fundamental problem with Represented Defendants’  
19 vague assurances: they are contradicted by evidence. Patagonia has provided a sworn  
20 declaration that some of the websites used to sell counterfeit Patagonia products were  
21 still active as of June 3, 2025—several days after Represented Defendants made their  
22 representations to the Court through counsel. Doc. # 71-1 ¶ 5. And Patagonia’s counsel  
23 has stated, under oath, that despite soliciting input from Defendants regarding a  
24 compromise, Defendants did not provide any substantive response, nor did they  
25 comply with the terms of the TRO. *Id.* ¶ 4. At the June 4, 2025 hearing, counsel for  
26 Represented Defendants conceded that Represented Defendants have not produced any  
27 information or documents to Patagonia as required by the TRO. *See* Doc. # 23 at 26–  
28 27.

1 Accordingly, the Court finds that Patagonia has demonstrated that it is likely to  
2 suffer irreparable harm, and this factor supports the issuance of a preliminary  
3 injunction.

### 4 **3. The Equities Favor Patagonia**

5 The Court finds that the balance of equities also favors Patagonia. While  
6 Defendants continued, unauthorized use of the PATAGONIA Marks threatens to  
7 damage Patagonia's brand, reputation, and goodwill, the Court can identify no  
8 prejudice to Defendants that would arise from a preliminary injunction enjoining them  
9 from distributing counterfeit goods. *See Triad Sys. Corp. v. Se. Express Co.*, 64 F.3d  
10 1330, 1338 (9th Cir. 1995) (explaining that a defendant "cannot complain of the harm  
11 that will befall it when properly forced to desist from its infringing activities.")  
12 *superseded by statute on other grounds as stated in 2Die4Kourt v. Hillair Cap. Mgmt.*,  
13 *LLC*, 692 F. App'x 366, 369 (9th Cir. 2017)); *Otter Prods., LLC v. Ace Colors Fashion,*  
14 *Inc.*, No. 2:14-cv-00141-ODW-PJW, 2014 WL 4187947, at \*6 (C.D. Cal. Aug. 21,  
15 2014). This factor therefore weighs in favor of Patagonia.

### 16 **4. Injunctive Relief is in the Public Interest**

17 The Court finds that a preliminary injunction would be in the public interest. "In  
18 trademark cases, the public interest is the public's right not to be deceived or  
19 confused." *Warner Bros. Ent. v. Glob. Asylum, Inc.*, No. CV 12-9547 PSG-CW, 2012  
20 WL 6951315, at \*23 (C.D. Cal. Dec. 10, 2012), *aff'd sub nom. Warner Bros. Entm't*  
21 *v. Glob. Asylum, Inc.*, 544 F. App'x 683 (9th Cir. 2013). Where "there is a likelihood  
22 of consumer confusion created by the use of confusingly similar marks, it follows that  
23 if such use continues, the public interest would be damaged." *Kos Pharm., Inc. v.*  
24 *Andrx Corp.*, 369 F.3d 700, 730 (3d Cir. 2004) (cleaned up); *see also Daimler AG v.*  
25 *A-Z Wheels LLC*, 498 F. Supp. 3d 1282, 1295–96 (C.D. Cal. 2020) ("Where  
26 defendant's concurrent use of plaintiff's trademark without authorization is likely to  
27 cause confusion, the public interest is damaged by the defendant's use.") (quoting  
28 *AT&T Corp. v. Vision One Sec. Sys.*, No. 95-0565-IEG-BTM, 1995 WL 476251, at \*7

1 (S.D. Cal. July 27, 1995)).

2 As detailed above, Defendants’ practice of selling counterfeit Patagonia  
3 products is likely to confuse the public. Accordingly, this factor supports the issuance  
4 of a preliminary injunction that will preserve the *status quo* while Patagonia can  
5 prosecute this action on the merits.

6 Because all four *Winter* factors favor Patagonia, the Court finds it appropriate  
7 to issue a preliminary injunction protecting the PATAGONIA Marks.

8 **B. Scope of the Requested Preliminary Injunction**

9 The Court must next determine the appropriate scope of the injunctive relief.  
10 Federal Rule of Civil Procedure 65 requires that “[e]very order granting an  
11 injunction and every restraining order must: (A) state the reasons why it issued;  
12 (B) state its terms specifically; and (C) describe in reasonable detail—and not  
13 by referring to the complaint or other document—the act or acts restrained or required.”  
14 Fed. R. Civ. P. 65(d)(1). “[A]n injunction must be narrowly tailored . . . to remedy  
15 only the specific harms shown by the plaintiff[ ], rather than to enjoin all possible  
16 breaches of the law.” *Price v. City of Stockton*, 390 F.3d 1105, 1117 (9th Cir. 1998)  
17 (cleaned up).

18 **1. Enjoining Defendants’ Infringing Conduct**

19 The Court’s May 7 order sets forth detailed, affirmative steps Defendants  
20 must take to halt the alleged counterfeiting operation, turn over to Patagonia  
21 potentially relevant evidence of counterfeiting, and preserve assets to assure the  
22 availability of permanent relief. TRO at 24–27. The TRO also required Defendants  
23 to provide service of the Order to all social media platforms, ecommerce sites,  
24 platforms, or hosts, electronic payment processing platforms, merchant credit card  
25 accounts, and messaging apps where Defendants have accounts. Defendants also  
26 were ordered to take steps to recall counterfeit Patagonia products and deliver them  
27 to Patagonia’s counsel. It appears, possibly through the actions of non-parties, that  
28 some of the social media platforms through which Defendants conducted the alleged



1     counterfeiting have been disabled. May 20 Ferrari Decl. ¶ 6. But there is no evidence  
2     that Defendants otherwise have complied with the TRO, other than their denials that  
3     sales of counterfeit products persist. Indeed, as of June 3, 2025, several websites  
4     Defendants used to sell counterfeit Patagonia products remain active. Doc. # 71-1 ¶5.

5     The Lanham Act authorizes courts to issue injunctive relief “according to  
6     principles of equity and upon such terms as the court may deem reasonable, to prevent  
7     the violation of any right of the registrant of a mark . . . .” 15 U.S.C. § 1116(a). The  
8     Court is also required to award relief under § 1117 adequate to make willful trademark  
9     infringement unprofitable and is authorized by its inherent equitable power to issue  
10    provisional remedies ancillary to its authority to provide final equitable relief. *Reebok*  
11   *Int’l, Ltd. v. Marnatech Enters., Inc.*, 970 F.2d 552, 559 (9th Cir. 1992). While specific  
12   injunctive relief differs depending on the particular case, the terms proposed by  
13   Patagonia regarding Defendants have precedent in other trademark counterfeiting  
14   cases. In such cases, courts have restrained defendants from using defendants’ marks<sup>9</sup>  
15   and from destroying potentially relevant evidence.<sup>10</sup> Courts have also required  
16   defendants to produce records and other evidence to plaintiff’s counsel<sup>11</sup>, to recall  
17   products sold with the plaintiff’s trademarks<sup>12</sup>, and freeze assets to ensure the

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19   <sup>9</sup> See, e.g., *MetaQuotes Ltd. v. MetaQuotes Software Corp.*, No. 8:22-CV-00462-SB-DFM, 2022 WL  
20   1266659, at \*6 (C.D. Cal. Apr. 27, 2022); *SunL Grp. (L.A.), Inc. v. Seaseng, Inc.*, No. EDCV 07-807-  
21   VAP-OP, 2007 WL 4144992, at \*6 (C.D. Cal. Sept. 14, 2007); *Toyo Tire USA Corp. v. Mandala*,  
22   No. 8:20-CV-00502 JLS-KES, 2020 WL 5371513, at \*8 (C.D. Cal. Aug. 4, 2020); *Knorr-Naehrmittel*  
23   *Aktiengesellschaft v. Knorr Sols., Inc.*, No. CV 1008155 GAF-RZ, 2012 WL 13005959, at \*8 (C.D.  
24   Cal. Apr. 5, 2012); *Athleta, Inc. v. Pitbull Clothing Co.*, No. CV 12-10499-CAS-FMO, 2013 WL  
25   142877, at \*12 (C.D. Cal. Jan. 7, 2013).

26   <sup>10</sup> See, e.g., *Cisco Sys., Inc. v. Wuhan Wolon Commc’n Tech. Co.*, No. 5:21-CV-04272-EJD, 2021  
27   WL 4962661, at \*14 (N.D. Cal. July 23, 2021); *Louis Vuitton Malletier, S.A. v.*  
28   *2012louisvuittonhandbag.com*, No. 13-20840-CIV, 2013 WL 12094862, at \*7 (S.D. Fla. Mar. 22,  
29   2013).

30   <sup>11</sup> See, e.g., *Asmodus, Inc. v. Junbiao Ou*, No. EDCV 162511-JGB-DTB, 2017 WL 2954360, at \*5  
31   (C.D. Cal. May 12, 2017) *Cisco Sys., Inc. v. Shenzhen Usource Tech. Co.*, No. 5:20-CV-04773-EJD,  
32   2020 WL 5049762, at \*17 (N.D. Cal. Aug. 10, 2020).

33   <sup>12</sup> See, e.g., *Asmodus, Inc. v. Junbiao Ou*, No. EDCV 16:2511-JGB-DTB, 2017 WL 2954360, at \*7  
34   (C.D. Cal. May 12, 2017); see also *Clorox Co. v. SSARM Inc.*, No. 2:23-CV-04122-ZNQ, 2023 WL  
35   11957488, at \*5 (D.N.J. Aug. 23, 2023).



availability of final relief<sup>13</sup>.

Accordingly, the Court finds that given the facts of this case, a preliminary injunction enjoining Defendants and requiring certain affirmative actions as described below is appropriate.

## 2. Application of the Injunction to Non-Party Conduct

Federal Rule of Civil Procedure 65 provides for injunctive relief that “binds only . . . (A) the parties; (B) the parties’ officers, agents, servants, employees, and attorneys; and (C) other persons who are in active concert or participation with anyone described” in subsections (A) and (B). Fed. R. Civ. P. 65(d)(2); *see also Whole Woman’s Health v. Jackson*, 595 U.S. 30, 44 (2021) (“[U]nder traditional equitable principles, no court may lawfully enjoin the world at large[.]”) (cleaned up). For an injunction to bind a non-party, the movant must show that (1) the non-party has actual notice of the enjoined conduct and (2) either aided and abetted the enjoined party in the unlawful conduct or that the non-party is “legally identified” with the enjoined party. *Consumer Fin. Prot. Bureau v. Howard L., P.C.*, 671 F. App’x 954, 955 (9th Cir. 2016) (cleaned up); *N.L.R.B. v. Sequoia Dist. Council of Carpenters, AFL-CIO*, 568 F.2d 628, 633 (9th Cir. 1977); *cPanel, LLC v. Asli*, 719 F. Supp. 3d 1133, 1154 (D. Or. 2024).

Courts in the Ninth Circuit often enjoin the activities of specific non-parties connected with the alleged trademark infringement and require non-parties to take affirmative steps to freeze assets and preserve potentially relevant evidence.<sup>14</sup>

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<sup>13</sup> *See, e.g., Cisco Sys., Inc. v. Shenzhen Usource Tech. Co.*, No. 5:20-CV-04773-EJD, 2020 WL 5199434, at \*10 (N.D. Cal. Aug. 17, 2020) (restraining any financial institution holding any assets owed or held on account of any of the enjoined parties); *Levi Strauss & Co. v. Sunrise Int’l Trading Inc.*, 51 F.3d 982, 987–88 (11th Cir. 1995) (affirming preliminary injunction freezing assets of U.S.-based defendants who arranged for making counterfeit Levi’s jeans in China for sale in Europe); *Chanel, Inc. v. P’ships or Unincorporated Ass’ns Identified on Schedule “A”*, No. C-13-02645-RS, 2013 WL 12120213, at \*1 (N.D. Cal. June 14, 2013) (requesting equitable relief invokes the district court’s inherent equitable powers to order preliminary relief, including an asset freeze, in order to assure the availability of permanent relief).

<sup>14</sup> *See, e.g., JUUL Labs, Inc. v. Chou*, No. CV 21-3056 DSF-PD, 2021 WL 4900374, at \*12 (C.D. Cal. June 9, 2021) (naming specific payment processing providers and ordering them to freeze defendants’ assets and provide counsel for plaintiff an accounting of such assets); *Cisco Sys.*, 2020

1 However, some courts have narrowed the scope of requested injunctions where the  
2 moving party did not sufficiently establish a connection between the non-party and the  
3 infringing activities.<sup>15</sup>

4 *cPanel, LLC v. Asli*, 719 F. Supp. 3d 1133 (D. Or. 2024) addresses this  
5 divergence. There, the court found that the plaintiff had satisfied all four *Winter* factors  
6 but found the requested preliminary injunction to be overbroad as to non-parties. *Id.* at  
7 1153–54. The court found that it was inappropriate to expressly name non-parties  
8 Cloudflare, Google, Porkbun, and Private by Design in the requested injunction  
9 because they had not been given notice or an opportunity to be heard, and because  
10 Plaintiff had failed to show that the non-parties were either in privity with defendants  
11 or that they aided or abetted defendants in their activities. *Id.* at 1154–55. The court  
12 modified the requested injunction to state “to the extent Plaintiff seeks to have non-  
13 parties expressly named in the terms of this injunction, Plaintiff must serve this opinion  
14 and injunction to those non-parties and provide them an opportunity to be heard in this  
15 Court under Federal Rule of Civil Procedure 65.” *Id.* at 1156.

16 In its application for a TRO, Patagonia presented evidence that the Non-Parties’  
17 respective platforms and services were integral to the Defendants alleged  
18 counterfeiting operation.<sup>16</sup> Patagonia has also shown it is time-consuming and

19 WL 5199434, at \*17 (naming specific non-party internet search engines and common carriers and  
20 requiring these non-parties to take affirmative steps to stop the alleged infringement and provide  
21 plaintiff’s counsel with information about the same); Order for TRO (Doc. 12), *Seiko Epson*  
22 *Corporation v. Seller Account ADUNIS et al.*, 2:18-cv-07560-AB-FFM (C.D. Cal. Aug. 30 2018) at  
23 6–8 (ordering non-party Amazon.com, Inc. and its affiliates to freeze assets and accounts and provide  
24 certain information to plaintiff’s counsel).

25 <sup>15</sup> See, e.g., *Chanel, Inc. v. Sunus Online Grp., LLC*, No. EDCV 13-2194-JGB-DTB, 2014  
26 WL12558780, at \*3 (C.D. Cal. Jan. 15, 2014) (declining to extend preliminary injunction order to  
27 any accounts with JP Morgan Chase and/or Bank of America in Defendants’ names “as [plaintiff]  
28 has not connected these unidentified accounts to Defendants’ infringing activities.”)

<sup>16</sup> See generally April 23 Parhami Decl.; see, e.g., *id.* ¶ 30 (“Our investigation revealed that  
Defendants direct members of the Facebook and Telegram groups to various online stores, generally  
hosted on the Shopify platform, to purchase the counterfeit products.”); *id.* ¶ 37 (“Investigator made  
these [test] purchases using PayPal but also determined that Defendants’ storefronts accept numerous  
other payment providers. In connection with making some of the purchases, Investigator  
communicated with these individuals via the Telegram group.”); *id.* ¶¶ 38–42 (describing test

expensive for Patagonia to research and investigate Defendants' online activities, given Defendants' use of certain privacy features on these non-party platforms. *See* Escamilla Decl., ¶ 26. Given this evidence, the Court found that Non-Parties were best positioned to shut down the counterfeiting operation and preserve crucial evidence and assets before they can be destroyed, deleted, or depleted by Defendants. Doc. # 16 at 25–27. Despite the ample evidence showing extensive use of the Non-Parties' respective platforms and services by Defendants to accomplish their alleged counterfeiting scheme, it was not clear that Non-Parties had notice of Defendants' use of their respective platforms in the alleged counterfeiting scheme, and therefore it was not clear that these Non-Parties fell under the scope of entities who could be bound by the terms of injunctive relief. Fed. R. Civ. P. 65(d).

For these reasons, and for due process concerns, the TRO specifically named Non-Parties, but did not directly enjoin them. Rather, once served with the TRO, the non-parties were directed to either (1) voluntarily undertake various steps to halt Defendants' counterfeiting operations on their respective platforms, freeze Defendants' assets connected with counterfeiting, and to provide potentially relevant evidence to Patagonia, or (2) show cause within seven days of the issuance of the TRO why they should not be ordered to comply with the TRO. Doc. # 23 at 17.

**(a) Patagonia Has Provided Evidence of Actual Notice to All Non-Parties Named in the TRO Except Telegram**

"The court may issue a preliminary injunction only on notice to the adverse party." Fed. R. Civ. P. 65(a)(1). Patagonia served the TRO on May 7, 2025 on PayPal and on May 14, 2025 on Shopify and Meta, and the order extending the TRO on Meta, Shopify, and PayPal on May 21, 2025. Doc. # 74 (May 28 Declaration of Ryan Re: Service of Defendants and Non Parties, "May 28 Bricker Decl.") ¶ 5. Patagonia has thus provided Meta, Shopify, and PayPal notice of Patagonia's lawsuit and the TRO,

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purchases from Defendants' online storefronts hosted on Shopify where PayPal was used for payments); *see also* Doc. # 16 at 25–27.

1 including the extension of the TRO. May 28 Bricker Decl. ¶ 5. Each of these entities  
2 have been in communication with Patagonia about the TRO and this case, and Meta  
3 has appeared before this Court. Thus, the Court finds that these non-party entities now  
4 have actual knowledge of Defendants' activities and have had an opportunity to be  
5 heard in this Court if they had an objection to being ordered to avoid aiding and  
6 abetting Defendants' conduct. *See cPanel, LLC*, 719 F. Supp. 3d at 1155 (citing *Inst.*  
7 *of Cetacean Rsch. v. Sea Shepherd Conservation Soc'y*, 774 F.3d 935, 950 (9th Cir.  
8 2014)).

9 It is presently unclear whether non-party Telegram has been provided actual  
10 notice of this matter, however. Patagonia reports its service status as "Bad  
11 address/party no longer at agent for service of process's address on Secretary of State  
12 website." May 28 Bricker Decl. ¶ 5. And despite having served Telegram at "all known  
13 email addresses," unlike the other non-parties, at both the May 21 and June 3 hearings,  
14 counsel for Patagonia reports that it has not received any response from Telegram  
15 whatsoever. *See* May 28 Bricker Decl. ¶ 5. Based on these facts, the Court cannot  
16 include Telegram in the terms of this preliminary injunction at this time.

17 **(b) The Court Declines to Enjoin Non-Party PayPal**

18 Patagonia has informed the Court that PayPal Holdings, Inc. has undertaken  
19 many of the requested actions voluntarily and that Patagonia is in contact with its  
20 counsel. Doc. # 29, May 16, 2025 Declaration of Louis Ferrari In Support of  
21 Application For Extension of Temporary Restraining Order and to Extend Date For  
22 Serve ("May 16 Ferrari Decl.") ¶ 5; Doc. # 25 Parhami Declaration in Support of  
23 Application for Extension of Temporary Restraining Order and to Extend Date for  
24 Service filed May 13, 2025 ("May 13 Parhami Decl.") ¶¶ 4-5. Patagonia has not  
25 presented any evidence that after PayPal received notice of the alleged counterfeiting  
26 it knowingly provided support to Defendants. Based on this, the Court finds that PayPal  
27 has received actual notice of the TRO, but also that its conduct does not show that it is  
28 "in active concert or participation" with Defendants or their officers, agents, servants,

1 employees, and attorneys. Fed. R. Civ. P. 65(d)(2). To the contrary, PayPal has  
2 indicated its willingness to enforce the rights of a trademark holder against likely  
3 trademark infringement activity on its platform. Therefore, the Court finds that on this  
4 record PayPal falls outside the scope of those who can be named in the specific terms  
5 of the preliminary injunction.

6 **(c) The Court includes Meta in the Preliminary Injunction**

7 As Meta details in its response to the TRO, Patagonia has provided detailed  
8 allegations of Defendants' extensive use of Meta's platform Facebook in Defendants'  
9 alleged counterfeiting scheme. Doc. # 59 at 8–9. And as described above, Patagonia  
10 has supported these allegations with ample evidence that other courts have found  
11 sufficient to bind specific non-parties in the terms of injunctive relief.

12 Although the TRO ordered Meta to show cause why it should not have to comply  
13 with the Court's order, the Court did not shift the burden to Meta on this issue. Indeed,  
14 Patagonia first provided evidence showing that Defendants' counterfeiting operation  
15 relied on using Meta's Facebook groups to promote, market, and sell counterfeit  
16 Patagonia products, and relied on the Facebook privacy settings to avoid detection. *See*  
17 *generally* April 23 Parhami Decl. In other words, if Meta did not take action,  
18 Defendants' use of Meta's platform was "highly likely to cause a violation of an  
19 injunction." *See cPanel, LLC*, 719 F. Supp. 3d 1133, 1155 (D. Or. 2024). However,  
20 the Court declined to enjoin Meta in the first instance, so that Meta could first receive  
21 notice of the counterfeiting activities that were employing Meta's platform and  
22 services and would have the opportunity to explain why it could not provide the  
23 assistance the Court found was necessary prevent Defendants' violations of the TRO.  
24 Fed. R. Civ. P. 65(d).

25 Since it was served with the TRO, Meta now indisputably has knowledge of the  
26 alleged counterfeiting scheme. Meta argues that its actions after receiving notice make  
27 clear that it is not aiding and abetting Defendants, asserting that it "has voluntarily  
28 taken good faith steps to address the third-party conduct at issue" and that it "intends

1 to assist Plaintiff and investigate the alleged unlawful conduct at issue based on the  
2 information provided.” Doc. # 59 at 1, 11.

3 But Meta has stopped short of providing Patagonia with meaningful assistance  
4 as described in the TRO and has not offered an adequate explanation for its failure to  
5 do so. Meta claims that the terms of the TRO are vague, and that Patagonia must first  
6 provide it with URLs for offending websites before Meta will disable and preserve this  
7 information. Doc. # 59 at 11. But Meta has provided no evidence that it *requires* URLs  
8 to identify additional pages operated by Defendants. Indeed, it appears that Meta  
9 swiftly disabled two Facebook groups in this case before it was provided with URLs.  
10 See Doc. # 70 ¶¶ 4–10. The Court does not find it plausible that Meta cannot preserve  
11 and disable anything more than these two pages and the specific pages Patagonia  
12 identified by URL, given the detailed evidence of the alleged counterfeiting operation  
13 that Patagonia has provided to Meta.

14 Meta’s stated concern about violating the Stored Communications Act (“SCA”),  
15 18 U.S.C. § 2701 also does not explain why Meta has refused entirely to produce any  
16 information to Patagonia about Defendants or the alleged counterfeiting at issue here.  
17 For example, Meta has not adequately explained why it has not produced record  
18 information about Defendants that are not user communications. *In re Zynga Priv.*  
19 *Litig.*, 750 F.3d 1098, 1104 (9th Cir. 2014) (“[T]he Stored Communications Act  
20 generally precludes a covered entity from disclosing the contents of a communication,  
21 but permits disclosure of record information like the name, address, or client ID  
22 number of the entity’s customers in certain circumstances.”). Accordingly, the Court  
23 finds that Meta’s stated objections do not explain why Meta’s assistance has been  
24 limited to disabling and freezing only those Facebook pages specifically identified by  
25 Patagonia by URL.

26 It appears that Meta’s refusal to provide anything above the bare minimum  
27 assistance it would provide in response to a garden-variety take-down request boils  
28 down to chafing at being required “to undertake Plaintiff’s investigation.” Doc. # 59



1 at 2. This sentiment is not well taken. It is appropriate for Meta to conduct an  
2 investigation pursuant to a Court order that identifies an alleged counterfeiting  
3 operation that depends on Meta's services. Indeed, as the Court previously found, and  
4 as it finds now, Meta is best positioned to shut down the alleged counterfeiting  
5 operation at issue here and to preserve crucial evidence before it can be destroyed.  
6 Doc. # 23 at 20.<sup>17</sup>

7 Based on Meta's detailed knowledge of the alleged counterfeiting operation at  
8 issue on its platform, Meta's unique ability to provide Patagonia with crucial assistance  
9 and information, and its unexplained failure to provide Patagonia with basic assistance,  
10 the Court finds that Meta knew that its conduct was highly likely to shield Defendants'  
11 continued violations of TRO. Accordingly, the Court finds that it is appropriate to  
12 include Meta in the terms of this preliminary injunction order as described below.

13 **(d) The Court includes Shopify in the Preliminary**  
14 **Injunction**

15 Shopify did not seek to appear before this Court, even in a limited capacity to  
16 contest jurisdiction, after being ordered to do so. It has not filed any opposition to  
17 Patagonia's request for a preliminary injunction, and it has not communicated with this  
18 Court in any way. Accordingly, the Court finds that Shopify has waived any argument  
19 in opposition to being enjoined by the terms of this preliminary injunction. *See*  
20 *Taferner*, 2025 WL 942498, at \*11; C.D. Cal. L. Civ. R. 7-12.

21 In its email correspondence with Patagonia, Shopify claimed that the Court did  
22 not have personal jurisdiction over Shopify because Shopify is a Canadian corporation.  
23 *See* Doc. # 71-4. "Nonparties who reside outside the territorial jurisdiction of a district  
24 court may be subject to the court's jurisdiction if, with actual notice of the court's  
25 order, they actively aid and abet a party in violating that order. This is so despite the  
26 absence of other contacts with the forum." *S.E.C. v. Homa*, 514 F.3d 661, 674–75 (7th

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27 <sup>17</sup> The Court notes that, now that Meta has disabled several Facebook groups identified by Patagonia,  
28 Meta may now be the only entity with full access to information about others involved in Defendants'  
alleged counterfeiting scheme. If Meta fails to provide this information to Patagonia promptly, there  
is a substantial risk that potential accomplices will continue the scheme or destroy relevant evidence.

1 Cir. 2008); *Waffenschmidt v. MacKay*, 763 F.2d 711, 714 (5th Cir. 1985) (same).

2 After Shopify was provided with detailed information of the alleged  
3 counterfeiting operation, and information showing that its assistance was crucial to  
4 halt Defendants' alleged misconduct, Shopify refused to do more than take down  
5 specific, individual counterfeit goods that Patagonia identifies on its website. Doc. #  
6 71-4. Indeed, several of the Shopify-hosted webpages identified by Patagonia remain  
7 in operation as of June 3, 2025. *See* Doc. 71-1 ¶ 5. And Shopify has refused to  
8 provide information associated with storefronts operated by defendant Lee William  
9 or Putian to assist Patagonia in serving these defendants. Doc. # 49 ¶¶ 13, 21.

10 Accordingly, the Court finds that Shopify's continued provision of services to  
11 Defendants after it received notice that its services were being used to further an  
12 alleged counterfeiting scheme, and Shopify's refusal to provide Patagonia with any  
13 meaningful assistance in halting this counterfeiting scheme, establish that Shopify is  
14 "in active concert of participation" with Defendants. Fed. R. Civ. P. 65(d)(2). The  
15 Court thus finds it appropriate to bind Shopify to the terms of this preliminary  
16 injunction as described below.

### 17 3. Expedited Discovery

18 Federal Rule of Civil Procedure 26 states that "[a] party may not seek discovery  
19 from any source before the parties have conferred as required by Rule 26(f) except in  
20 a proceeding exempted from initial disclosure under Rule 26(a)(1)(B), or when  
21 authorized by these rules, by stipulation, or by court order." Fed. R. Civ. P. 26(d). This  
22 Court's standing order for civil cases "allows discovery to commence as soon as the  
23 first answer or motion to dismiss is filed[.]" Standing Order for Civil Cases Assigned  
24 to Judge Valenzuela at p. 8, § II.B.<sup>18</sup> Courts in the Ninth Circuit have found good cause  
25 for expedited discovery to enable plaintiffs in counterfeiting cases to identify: (1)  
26 accounts used for and transactions associated with infringing sales; (2) original sources  
27 of and pending shipments of counterfeit products; and (3) other parties involved in

28 <sup>18</sup> Standing Order available at <https://www.cacd.uscourts.gov/honorable-cynthia-valenzuela>.

1     counterfeiting activities.<sup>19</sup>

2             The Court found good cause and finds continuing good cause to allow Patagonia  
3     to conduct expedited discovery from Defendants and non-parties to ensure that  
4     Patagonia can identify the full scope of infringing activities, halt the manufacture and  
5     distribution of counterfeit products and resulting irreparable harm while this case is  
6     pending, and identify potential sources for equitable relief for the harm suffered by  
7     Patagonia. Doc. # 23 at 21.

8             The Court finds the need for early discovery outweighs any prejudice from  
9     having to produce discoverable information sooner rather than on the normal  
10    timeframe for discovery. Accordingly, all parties may pursue expedited discovery as  
11   set forth below.

#### 12                   **4.       Asset Freeze**

13            Patagonia seeks to perpetuate the portion of the TRO that prevents Defendants  
14    from depleting assets connected with sales of counterfeit Patagonia products to  
15    preserve the possibility of equitable relief, including an accounting and a return of  
16    Defendants' ill-gotten gains from counterfeiting.

17            When a plaintiff seeks equitable remedies under the Lanham Act, including  
18    recovery of a defendant's profits under 15 U.S.C. § 1117, a district court has "inherent  
19    equitable power to issue provisional remedies ancillary to its authority to provide final  
20    equitable relief." *Reebok Int'l, Ltd.*, 970 F.2d at 559. This includes "the power to issue  
21    a preliminary injunction in order to prevent a defendant from dissipating assets in order  
22    to preserve the possibility of equitable remedies." *Id.* (quoting *Republic of the*

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23  
24   <sup>19</sup> See, e.g., *Spy Optic Inc. v. Individuals, Partnerships & Unincorporated Associations Identified on*  
25   *Schedule A*, No. CV 17-7649-DSF-KS, 2017 WL 10592133, at \*2 (C.D. Cal. Nov. 27, 2017)  
26   (ordering eBay and PayPal to identify all funds transmitted to defendants' accounts and to provide  
27   plaintiffs with data and accounting of all funds, accounts, and transactions); *SATA GmbH & Co. Kg*,  
28   2015 WL 6680807, at \*11 (granting expedited discovery to ascertain sources of the counterfeit  
products and learn of pending shipments of such products); *Sas v. Sawabeh Info. Servs. Co.*, No. CV  
11-04147 GAF-MAN, 2011 WL 13130013, at \*6–7 (C.D. Cal. May 17, 2011) (granting expedited  
discovery to get evidence for preliminary injunction, identify others involved in counterfeiting, and  
preserve evidence).

1 *Philippines v. Marcos*, 862 F.2d 1355, 1364 (9th Cir. 1988) (en banc)). The Ninth  
2 Circuit has explained that “it is essential that the trial courts carefully fashion remedies  
3 which will take all the economic incentive out of trademark infringement,” and  
4 affirmed the district court’s granting of TROs and preliminary injunctions to freeze the  
5 defendants’ assets, in addition to preventing various counterfeiting-related activities.  
6 *Id.* at 559 (quoting *Playboy Enters., Inc. v. Baccarat Clothing Co.*, 692 F.2d 1272,  
7 1275 (9th Cir. 1982)). Courts within the Ninth Circuit have recognized that the  
8 authority to freeze assets is “not limited to freezing specific identified assets, nor to  
9 assets within th[e] District or the U.S., and can extend to banks and other non-parties  
10 that have custody of Defendants’ assets or provide payment services to Defendants.”  
11 *Cisco Sys.*, 2020 WL 5199434, at \*11 (citing *Reebok Int’l Ltd. v. Marnatech Enters.*,  
12 *Inc.*, 737 F. Supp. 1521, 1527-28 (S.D. Cal. 1989) (TRO and preliminary injunction  
13 that any banks and financial institutions “who receive actual notice of this  
14 order...preliminary enjoined from transferring, disposing of, or secreting any money,  
15 stocks or other assets of these defendants, until further order of the court” except in  
16 limited circumstances)).

17 Patagonia has already met the standards for granting a preliminary injunction  
18 enjoining Defendants’ counterfeiting activities. In addition, “[a] party seeking an asset  
19 freeze must show a likelihood of dissipation of the claimed assets, or other inability to  
20 recover monetary damages, if relief is not granted.” *Johnson v. Couturier*, 572 F.3d  
21 1067, 1085 (9th Cir. 2009). Given the deceitful and secretive nature of counterfeiting,  
22 courts in the Ninth Circuit regularly find that dissipation of assets is likely and grant  
23 asset freezes in cases involving willful counterfeiting, particularly overseas where  
24 defendants can hide assets from a potential judgment.

25 In *Chanel, Inc. v. Sunus Online Group, LLC*, No. EDCV 13-2194-JGB-DTB,  
26 2014 WL 12558780, at \*1 (C.D. Cal. Jan. 15, 2014), the defendants sold counterfeit  
27 handbags and wallets online. The court found “based on Defendants’ blatant violations  
28 of trademark laws there is likelihood that Defendants would transfer or hide the

1 illegally obtained assets in order to avoid a judgment in this action,” and thus, granted  
2 a preliminary injunction freezing their assets. *Id.* at \*3 (noting that while this “may  
3 harm [the defendants], when weighing this harm against the counterfeiting activities  
4 that have harmed Chanel, the balance of equities tips in Chanel’s favor.”). Other  
5 district courts have found that asset freezes were warranted to preserve assets in  
6 counterfeiting cases, particularly where the defendants operate overseas or online.<sup>20</sup>

7 Here, Patagonia seeks recovery of Defendants’ profits from their wrongful use  
8 of the PATAGONIA Marks in connection with Defendants’ sales of counterfeit  
9 Patagonia products, among other relief. Compl. at Prayer ¶ 14. The Court was thus  
10 well within its authority to issue an asset freeze as part of the TRO. The Court included  
11 this limited asset freeze out of a concern that Defendants could easily move funds out  
12 of the country, given their connections to manufacturers in China and given the online  
13 nature of Defendants’ business. Doc. # 23 at 23.

14 Since issuing the TRO, Patagonia has obtained additional information about  
15 Defendants’ finances suggesting that an asset freeze is appropriate as part of this  
16 preliminary injunction order. Patagonia has informed the Court that pursuant to the  
17 TRO, PayPal has taken steps to prevent Defendants from access to three PayPal  
18 accounts with balances as follows: \$3,578.30, \$7,426.55, and \$19,918.25. May 13

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19 <sup>20</sup> See, e.g., *Cisco Sys.*, 2020 WL 5199434, at \*11 (issuing TRO and then preliminary injunction  
20 freezing assets of Chinese defendants who were selling counterfeit transceivers online); *Reebok.*, 737  
21 F. Supp. at 1527 (“[d]ue to the international aspect of the defendants’ business, the Court is concerned  
22 that unless the assets are frozen, defendants may hide their allegedly ill-gotten funds.”), *aff’d*, 970  
23 F.2d at 563 (9th Cir. 1992); *Levi Strauss & Co.*, 51 F.3d at 987–88 (affirming preliminary injunction  
24 freezing assets of U.S.-based defendants who arranged for making counterfeit jeans in China); *Juul  
25 Labs, Inc. v. Unincorporated Associations Identified in Schedule a*, No. 1:18- CV-1063, 2018 WL  
26 4473586, at \*1 (E.D. Va. Sept. 18, 2018) (granting TRO freezing each of the defendant’s PayPal  
27 accounts to prohibit transfer of assets where Chinese defendants were selling counterfeit JUUL pods  
28 online). Courts have noted the difficulty of enforcing U.S. judgments in China. *Yee v. NIVS  
Intellimedia Tech. Group, Inc.*, No. CV 11-8472-JGB-AJW, 2013 WL 1276024, at \*5 (C.D. Cal.  
Mar. 25, 2013) (stating that the Chinese company whose executives are Chinese residents “bore no  
real risk of sanctions” given the difficulty of enforcing a U.S. judgment against a Chinese national);  
*Redwen v. Sino Clean Energy, Inc.*, No. CV-11-3936-PA-SS, 2013 WL 12303367, at \*5–6 (C.D. Cal.  
Jul. 9, 2013) (finding that the plaintiff “would face significant obstacles in enforcing any judgment  
against the defendants’ assets in China”).



1 Parhami Decl. ¶ 4; May 28 Bricker Decl. ¶ 6. Patagonia has also learned from PayPal  
2 that “significantly greater assets had been transferred out of those accounts, as the  
3 funds are transferred quickly after a transaction is consummated.” Parhami Decl. ¶ 4.

4 Patagonia also has informed the Court that PayPal Holdings, Inc. identified  
5 accounts to which funds from the frozen PayPal accounts identified with counterfeit  
6 transactions were transferred. May 13 Parhami Decl. ¶¶ 4–5. Patagonia served  
7 document subpoenas on two of the identified domestic banks to which funds from the  
8 frozen PayPal accounts were transferred. May 16 Ferrari Decl. ¶¶ 15–18; May 28  
9 Bricker Decl. ¶ 5 & Exs.1–2. Patagonia also served the two banks with the TRO (and  
10 the order extending the TRO), requesting that they take steps to ensure that the  
11 Defendants do not violate the order with respect to funds that were transferred to  
12 Defendants’ accounts from the identified PayPal accounts. May 28 Bricker Decl. ¶ 5.  
13 The accounts and other accounts at banks outside the United States identified by  
14 PayPal Holdings, Inc. are shown on **Exhibit C**<sup>21</sup>.

15 Because the evidence shows (1) Defendants have a pattern of quickly  
16 transferring proceeds from the alleged counterfeiting to a number of financial  
17 institutions, including several located outside the United States, (2) Defendants have  
18 engaged in a blatant counterfeiting scheme infringing on Patagonia’s trademarks; (3)  
19 Defendants have not complied with several terms of the TRO, including those that  
20 require them to provide information about the assets obtained pursuant to the alleged  
21 counterfeiting scheme (Doc. # 23, at 27, ¶ 5),<sup>22</sup> the Court finds that Patagonia has

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22  
23 <sup>21</sup> Consistent with the Court’s Order (Doc. # 51) granting Patagonia’s sealing request, bank account  
24 and debit card numbers in Exhibit C have been redacted for the public-facing version of this Order  
25 on the public docket. The sealed version of this Order shall be disclosed only to financial institutions  
26 and entities that need it to carry out the Court’s directives. Recipients of the unredacted Order must  
27 keep its contents confidential, secure, and use them solely for the purposes set forth herein.

28 <sup>22</sup> The Court has sought to limit the asset freeze to accounts that Patagonia has shown are linked to  
Defendants’ alleged counterfeiting. To date, the Represented Defendants have provided neither the  
Court nor Patagonia with any information about the accounts at issue that would allow for a more  
narrowly tailored order, if one were appropriate. This is despite specific requests from Patagonia’s  
counsel and a warning that failing to provide such information would violate the TRO. *See* Doc. #



1 demonstrated a likelihood of dissipation of the proceeds of Defendants’ sale of  
2 counterfeit Patagonia products if an asset freeze is not ordered here. Accordingly, the  
3 Court orders the freeze of assets as described below.

4 **C. Bond**

5 “The district court is afforded wide discretion in setting the amount of the bond,  
6 and the bond amount may be zero if there is no evidence the party will suffer damages  
7 from the injunction.” *Connecticut Gen. Life Ins. Co. v. New Images of Beverly Hills*,  
8 321 F.3d 878, 882 (9th Cir. 2003) (cleaned up); *see also Beyond Blond Prods., LLC v.*  
9 *Heldman*, 479 F. Supp. 3d 874, 890 (C.D. Cal. 2020) (no bond required where there  
10 was no evidence that infringing defendants would suffer damages by issuance of the  
11 injunction).

12 Represented Defendants argue that they are entitled to “a proper bond” but offer  
13 no proposal or evidence for how they would be prejudiced absent a bond. Doc. # 68 at  
14 15. Represented Defendants state that Patagonia’s “request of \$5,000 is outrageous  
15 considering the extreme measures they are seeking against Defendants that have  
16 already to this point been implemented, including freezing bank accounts and assets.”  
17 *Id.*<sup>23</sup>

18 At the June 4, 2025 hearing, the Court asked counsel for the Represented  
19 Defendants to clarify their position on a bond. Counsel offered neither an estimate of  
20 an appropriate amount nor any specific prejudice the Represented Defendants would  
21 suffer from even the broader preliminary injunction proposed by Patagonia.  
22 Accordingly, the Court finds that Defendants have not demonstrated a need for a bond.  
23 *Id.* Based on the clear evidence of Defendants’ counterfeiting on the record presently  
24 before the Court, the Court finds it appropriate to issue the requested preliminary  
25 injunction without requiring Patagonia to provide security.

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26 71-1, Exh. 2. Defendants may apply for a modification of the terms of this PI to allow for the payment  
27 of ordinary living and business expenses.

28 <sup>23</sup> Patagonia has not requested a \$5,000 bond. Its Renewed Application for a TRO, Patagonia  
requested no bond, but noted “[i]f the Court is inclined to require a bond, Patagonia requests it to be  
for no greater than \$5,000.” Doc. # 16 at 31.

**IV. PRELIMINARY INJUNCTION ORDER AS TO DEFENDANTS WHO HAVE BEEN SERVED**

Based on the foregoing, the Court finds there is good cause to **GRANT** Patagonia's request for Preliminary Injunction as to the Defendants who have been served with the TRO and related papers. Those Defendants include Francis Agnew aka Francis Marie Agnew or Fran Calista, Fran Calista Closet LLC, Shop ORC LLC, Jeffrey Francis Moore, Alison Rae Feaster, Brooke L. Hunsucker aka Brooke Leann Allen, Bailey Renae Miller, All Things Ali, LLC, Colson Ty Agnew, and Lee William ("Served Defendants").

The Court **ORDERS** as follows:

- A. IT IS ORDERED** that Served Defendants, and each of their respective officers, agents, privies, shareholders, principals, directors, licensees, attorneys, servants, employees, affiliates, subsidiaries, successors, and assigns, and all those persons acting in concert or participation with any of them, and any entity owned or controlled by any of the Served Defendants, who receives actual notice of the order by personal service or otherwise, are enjoined, for the pendency of this lawsuit, from:
1. Manufacturing, importing, buying, promoting, photographing, advertising, offering, or selling products identified as "Patagonia," or that display any of the PATAGONIA Marks or any similar marks, logos, or designs, or that replicate the design of Patagonia's products (all such products referred to here as "Alleged Counterfeit Products").
  2. Operating, participating in, or administering any platform, social media group, or shopping site that discusses, displays, identifies, promotes, offers for sale, or provides any links to Alleged Counterfeit Products. If compliance with this paragraph would require destroying or deleting any of the items listed below in

1 paragraph A.3 or A.7, Defendants must first promptly confer with  
2 counsel for Patagonia to agree to a reasonable preservation plan  
3 before taking any action that would destroy or delete any of the  
4 items in paragraph A.3 or A.7 below.

5 3. Destroying or deleting any products, business records, posts,  
6 listings, advertisements, labels, photos, purchase orders,  
7 importation records, sales records, shipment records, production  
8 or inventory records, account records related to payment  
9 processing accounts, credit card processing accounts, or bank  
10 accounts, or communications associated with or that mention  
11 the Facebook group “ORC Shop,” the Facebook group “ORC  
12 Style Guide,” and/or the Telegram group “ORC Shop”  
13 (hereinafter, “Social Media Groups”), the Served Defendants’  
14 Shopify websites, or any other websites to which Served  
15 Defendants directed members of the Social Media Groups, or  
16 any other records related to the production, importation,  
17 promotion, advertisement, purchase, shipment, or sale of Alleged  
18 Counterfeit Products.

19 4. Moving, transferring, withdrawing, or paying any funds –  
20 wherever located, including in credit and debit card, or payment  
21 processing accounts, or any accounts held at banks or other  
22 financial institutions – that were used in connection with any of  
23 the e-commerce shopping sites identified in the attached **Exhibit**  
24 **A**, in connection with Served Defendants’ Social Media  
25 Groups, or the sale of Alleged Counterfeit Products.

26 5. Gaining physical or electronic access to or directing any  
27 activities within any merchant credit or debit card or payment  
28 processing accounts, or any accounts held at banks or other

1 financial institutions that were used in connection with any of the  
2 e-commerce shopping sites identified in the attached **Exhibit A**,  
3 in connection with Served Defendants' Social Media Groups, or  
4 the sale of Alleged Counterfeit Products. The Served Defendants  
5 also are restrained from any physical or electronic access to the  
6 accounts shown on **Exhibit C** to the extent that these accounts  
7 belong to Served Defendants and contain proceeds from the e-  
8 commerce shopping sites identified in **Exhibit A**, the Social  
9 Media Groups, or the sale of Alleged Counterfeit Products.

- 10 6. Transferring ownership of the e-commerce stores identified in  
11 **Exhibit A**, or any other online storefronts that were involved  
12 in the sale of Alleged Counterfeit Products.
- 13 7. Deleting, obscuring, or transferring computer files relating to the  
14 use of any e-commerce stores identified in **Exhibit A**, or any  
15 other online storefronts that were involved in the sale of Alleged  
16 Counterfeit Products.
- 17 8. Instructing any other person or entity to engage in any of the  
18 activities enjoined by this Order.

19 **B. IT IS FURTHER ORDERED** that, within seven (7) days of entry of  
20 this Order, Served Defendants shall:

- 21 1. Provide service of this Order or subsequent permanent injunction  
22 to all social media platforms, ecommerce sites, platforms, or hosts,  
23 electronic payment processing platforms, merchant credit card  
24 accounts, and messaging apps where Served Defendants have  
25 accounts.
- 26 2. Provide Patagonia and this Court with the names, addresses, and all  
27 other contact information in their possession (e.g., telephone  
28 numbers, fax numbers, email addresses) for (a) the source of

1 Alleged Counterfeit Products and related packaging, labels, or  
2 sundries, including all manufacturers, distributors, jobbers,  
3 shippers, and/or suppliers, and (b) all persons or entities to whom  
4 Served Defendants have sold, distributed, stored, or supplied  
5 Alleged Counterfeit Products or related packaging, labels, or  
6 sundries.

7 3. Recall from all distributors, retailers, or other recipients any and  
8 all Alleged Counterfeit Products and related packaging, labels, or  
9 sundries sold or distributed and deliver such recalled items to  
10 Patagonia's counsel.

11 4. If known to Served Defendants, identify to Patagonia all accounts  
12 or any other locations where any funds reside that were obtained  
13 from Served Defendants' sale of Alleged Counterfeit Products.

14 5. Identify to Patagonia all merchant credit and debit card accounts  
15 used by Served Defendants in connection with the promotion  
16 and/or sale of Alleged Counterfeit Products by Served Defendants.

17 **C. IT IS FURTHER ORDERED** that within thirty (30) days of this  
18 Order, each Served Defendant shall file with this Court and serve upon  
19 Patagonia's counsel a written report under oath setting forth in detail the  
20 manner in which they have complied with this Order.

21 **D. IT IS FURTHER ORDERED** that within seven (7) days upon receipt  
22 of this Order,<sup>24</sup> Shopify shall:

23 1. Refrain from any action that would permit Defendants to violate  
24 this Order.

25 2. Freeze and refuse access to Defendants to any accounts, funds  
26

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27 <sup>24</sup> The Court allowed alternative email service as to non-parties Meta, Inc., Telegram Messenger,  
28 Inc., Shopify, Inc., and PayPal Holdings, Inc. through the pendency of this action. Doc. #23 at 31.  
Given the Court's concerns about the email address for Telegram described above, however, the  
Court finds that service to Telegram at this email address is insufficient for service in this matter.

1 held in accounts, or merchant debit and credit card accounts that  
2 received proceeds from any e-commerce site identified in  
3 **Exhibit A.**

4 3. Preserve all account records and any associated data (including  
5 without limitation any content, posts, reviews, comments,  
6 communications, messages, or statements) for any shopping  
7 sites, social media pages, groups, or accounts, operated or  
8 controlled by Defendants.

9 4. Identify to Patagonia any accounts, individuals, or entities, to  
10 which funds were transferred from accounts or merchant credit  
11 and debit card accounts that were used in or received proceeds  
12 from any e-commerce site identified in **Exhibit A.**

13 5. Disable and suspend any e-commerce site shown in **Exhibit A.**

14 6. Produce to Patagonia records sufficient to identify all names,  
15 accounts, addresses, email addresses, phone numbers, and any  
16 other contact information for all individuals that share or hold  
17 control over any account owned or operated by any of the  
18 Defendants.

19 7. Produce to Patagonia the most recent twelve months of  
20 statements for any account over which Defendants have or share  
21 control that, during the statement period, contained any funds or  
22 assets.

23 **E. IT IS FURTHER ORDERED** that within seven (7) days upon receipt  
24 of this Order, Meta shall:

25 1. Disable Defendants' access to or administrative privileges to the  
26 Facebook group "ORC Shop" and the Facebook group "ORC  
27 Style Guide" or any other closed social media group used for  
28 promoting or selling clothing, apparel, and personal accessories.



2. Preserve all account records and any associated data (including without limitation any content, posts, reviews, comments, communications, messages, or statements) for any shopping sites, social media pages, groups, or accounts, linked to, connected to, or otherwise associated with the Facebook group “ORC Shop,” and/or the Facebook group “ORC Style Guide.”
3. Preserve all account records and any associated data (including without limitation any content, posts, reviews, comments, communications, messages, or statements) for any shopping sites, social media pages, groups, or accounts, linked to, connected to, or otherwise associated with any of the 14 individual Facebook accounts for Defendants (*see* Doc. # 59 at 12) or those that use the contact information for Defendants provided in **Exhibit B**.
4. Disable links to any e-commerce site provided in the following Social Media Groups: the Facebook group “ORC Shop,” and the Facebook group “ORC Style Guide.”
5. Produce to Patagonia records in Meta’s possession sufficient to identify all accounts, social media groups, closed social media groups, social media pages, where any of the Defendants are an administrator or have an administrator that uses the contact information for Defendants provided in **Exhibit B**.
6. Produce to Patagonia records in Meta’s possession sufficient to identify the names, accounts, social media groups, closed social media groups, social media pages, addresses, email addresses, phone numbers, and any other contact information for all administrators of shopping sites, social media pages, groups, or accounts, linked to, connected to, or otherwise associated with

1 the Facebook group “ORC Shop,” and/or Facebook group  
2 “ORC Style Guide.”

3 7. Produce to Patagonia all pages from any social media group or  
4 social media account owned or controlled by Defendants  
5 showing any Patagonia-branded product or mentioning  
6 Patagonia.

7 **F. IT IS FURTHER ORDERED** that the Court may issue any other relief  
8 that the Court may deem appropriate to prevent the trade and public  
9 from deriving the erroneous impression that Defendants or Defendants’  
10 businesses are associated or connected with Patagonia or that any goods  
11 or services provided, promoted, or sold by Defendants are authorized by  
12 Patagonia or are related in any way to Patagonia or its goods and  
13 services. The Court may modify or dissolve the terms of this Order as  
14 the interests of justice require.

15 **V. EXPEDITED DISCOVERY ORDER**

16 **A. IT IS FURTHER ORDERED** that all parties may proceed with  
17 expedited discovery, pursuant to subpoena, 15 U.S.C. § 1116(d)(10)(B)  
18 or Rules 30, 33, 34, 36, and 45 of the Federal Rules of Civil Procedure,  
19 including upon third parties.

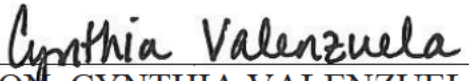
20 **VI. SECURITY BOND**

21 **A. IT IS FURTHER ORDERED** that given Patagonia’s ability to  
22 demonstrate a likelihood of success on the merits and the lack of harm  
23 to Defendants, the Court has determined that no bond is necessary.  
24 *Google LLC v. NAO Tsargrad Media, et al.*, No. 5:24-cv-05423-EJD,  
25 2025 WL 964692, at \*14 (N.D. Cal. Mar. 31, 2025) (no bond is  
26 necessary because there was no realistic likelihood of harm to the  
27 defendant).  
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**IT IS SO ORDERED.**

Dated: 6/5/25

  
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HON. CYNTHIA VALENZUELA  
UNITED STATES DISTRICT JUDGE

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## EXHIBIT A

**EXHIBIT A**

<b><u>Shopify Store Name</u></b>	<b><u>URL</u></b>
ORC Fun Buys	<a href="https://orcfunbuys.com/">https://orcfunbuys.com/</a>
ORC Boutique	<a href="https://orcboutique.com/">https://orcboutique.com/</a>
ORC Yong	<a href="https://orcyong.com/">https://orcyong.com/</a>
Ali-Ali1 Shop	<a href="https://ali-ali1shop.com/">https://ali-ali1shop.com/</a>
Bwalishop	<a href="https://bwalishop.com/">https://bwalishop.com/</a>
Dings ORC Shop	<a href="https://dingsorcshop.com">dingsorcshop.com</a>
Kalvins Shop	<a href="https://www.kalvins.shop">www.kalvins.shop</a>
Frank's Shop	<a href="https://www.frankorc.fun">www.frankorc.fun</a>
ORC Shop	<a href="https://www.super-elevenshop.com">www.super-elevenshop.com</a>

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## **EXHIBIT B**



**EXHIBIT B**

<b>Name</b>	<b>As known by Name(s)</b>	<b>As known by Email Addresses</b>	<b>As known by Online Storefronts</b>	<b>Possible Address/Phone Number</b>
Francis Agnew	Frances Marie Miller, Fran Calista, Fran Agnew, Fran N. Agnew, Frances M. Agnew	orcboutique.com@contactprivacy.com 465436026@qq.com store+65523056809@t.shopifyemail.com frankchoooow@gmail.com sz694583788@gmail.com	www.superelevenshop.com https://orcboutique.com	2707 Skimmer Point Way S, Gulfport, Florida 33707
Fran Calista Closet LLC				6150 Gulfport Blvd, Apt. 406, Gulfport, Florida 33707
Shop ORC LLC		Store+69074223358@t.shopifyemail.com orcfunbuys	www.orcfunbuys.com www.superelevenshop.com	6150 Gulfport Blvd, Apt. 406, Gulfport, Florida

		@gmail.com orcfunbuys.c om@contact privacy.com		33707
Jeffrey Francis Moore	Jeff Moore	store+ 246289203 6 7@t.shopify email.com orcshopbout ique@g mail.com super- elevenshop.c om@contact privacy.com	www.superelevens hop.com	2707 Skimmer Point Way S, Gulfport, Florida 33707
Alison Rae Feaster	Alison Rae Akers, Ali Feaster	1253534226 @qq.com store+82081 906990@t.s hopifyemail. com leeo246889 @gmail.com 1983630058 @qq.com aliali1shop.c om@contact privacy.com 276610074@ qq.com	www.aliali1shop.c om https://cocococosh op.com/ https://mnfindshop .com	5505 High Bank Rd, Fort Worth, Texas 76126

Brooke L. Hunsucker	Brooke Leann Allen	leeo246889@gmail.com cy710303125@gmail.com 532662123@qq.com store+69947752665@t.shopifyemail.com	www.orcyong.com https://cocococoshop.com/	1203 62nd St, Meridian, Mississippi 39305
Bailey Renae Miller	Bailey Miller	leeo246889@gmail.com Store+86404071703@t.shopifyemail.com 352114907@qq.com 276610074@qq.com orcfunbuys@gmail.com store+69074223358@t.shopifyemail.com	www.bwalishop.com www.orcfunbuys.com	6400 Aster Ave, Midland, Texas 79707
Lee William		leeo246889@gmail.com 276610074@qq.com 1253534226@qq.com	www.aliali1shop.com www.orcyong.com www.bwalishop.com	Unknown

All Things Ali, LLC				2707 Skimmer Point Way S, Saint Petersburg, Florida 33707
Colson Ty Agnew	Colson T. Agnew, Colson Agnew	kalvinsunnies@gmail.com kalvins.shop@contactprivacy.com store+27564507229@t.shopifyemail.com	www.kalvins.shop	6150 Gulfport Blvd. S. Apartment 406, Gulfport, Florida 33707
Putian Lomando Trading Co., Ltd.	Putian Lognmao Trading Co. Ltd., Putian Licheng District Gold Carving and Jade Carving Company	Leeo246889@gmail.com cy710303125@gmail.com 532662123@qq.com store+69947752665@t.shopifyemail.com	www.orcyong.com	China, Fujian Province, Putian City, Chengxiang District, No. 171 Dongsha Village, Donghai Town, 351100

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## EXHIBIT C

**EXHIBIT C****Banks**

<b>Bank Name:</b>	<b>Account Holder's Name:</b>	<b>Country:</b>	<b>Bank Info:</b>	<b>Bank Acct #:</b>
JPMORGAN CHASE BANK, NA	fan jun	US	28000024	[REDACTED]
CHINA MERCHANTS BANK	fan jun	China	CMBCCNBS	[REDACTED]
Citibank, N.A., Hong Kong Branch	范俊	Hong Kong	6	[REDACTED]
CHINA MERCHANTS BANK	fan jun	China	CMBCCNBSX XX	[REDACTED]
China Merchants Bank	范俊	China	CMBCCNBS	[REDACTED]
CHASE*	zhong qing sheng guan dian zi shang wu you xian gong si	US	28000024	[REDACTED]
JPMORGAN CHASE BANK, NA*	zhong qing sheng guan dian zi shang wu you xian gong si	US	28000024	[REDACTED]
ZHEJIANG CHOUZHOU COMMERCIAL BANK	pu tian shi li cheng ou jin diao yu zuo shang xing	China	CZCBCN2X	[REDACTED]



COMMUNIT Y FEDERAL SAVINGS BANK	陈勇	US	26073150	
Citibank, N.A., Hong Kong Branch	pu tian shi li cheng ou jin diao yu zuo shang xing	Hong Kong	6	
China Construction Bank (中国 建设银行)	陈勇	CN		
ZHEJIANG CHOUZHO U COMMERCIAL BANK	chen yong	C2	CZCBCN2X	

\*PayPal identified the accounts with an asterisk to be associated with Defendant Lee William.

**Credit Cards**

Account Holder's Name:	CC Number:	Exp Date:	Currency:	Issuer:
俊 范	REDACTED7828	REDACTED	USD	China Merchants Bank
俊 范	REDACTED3782	REDACTED	USD	China Merchants Bank
俊 李*	REDACTED0293	REDACTED	CNY	Pingan Credit Card
Jun Li*	REDACTED4790	REDACTED	USD	China Merchants Bank
勇 陈	REDACTED2737	REDACTED	CNY	Bank of China
勇 陈	REDACTED1043	REDACTED	CNY	China

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				Construction Bank
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\*PayPal identified the accounts with an asterisk to be associated with Defendant Lee William.

**Debit Cards**

DC Number:	Exp Date:	Issuer:
REDACTED5332	REDACTED	China Merchants Bank